

April 8, 2025

VIA ON-LINE SUBMISSION ONLY TO:
(copy by certified mail to all Defendants)

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Catherine Anne Hanna-Blentzas
Agent For Service
Wawanesa General Insurance Company
8954 Rio San Diego Drive Suite 406
San Diego, CA 92108

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Re: Labor Code § 2698, *et seq.* Penalties – PAGA Notice Letter to the LWDA
Greene v. Wawanesa General Insurance Company
LWDA No.

Gentlepersons:

This office represents Plaintiff Anika Greene (“Plaintiff”) and other similarly situated aggrieved non-exempt employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 223, 226, 226.3, 226.4, 226.7, 227.3, 245, *et seq.*, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 1670.5, and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants, Wawanesa General Insurance Company; and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with a copy of Plaintiff’s Class Action Complaint. The Complaint will be filed in San Diego County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff’s class-wide claims and



claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff was employed by Defendants as a non-exempt, hourly employee based out of Defendants' location in California. Aggrieved Employees include all non-exempt hourly employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present. Plaintiff and Aggrieved Employees are collectively referred to herein as "Aggrieved Employees." Aggrieved Employees consistently worked at Defendants' behest and under their control and subject to their policies and practices without being paid all wages due. Plaintiff is also informed and believes that there are other Aggrieved Employees employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below.

Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked. Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular, and overtime rates. Specifically, several times a week Employees received work-related calls from their supervisors while Employees were already off the clock. Thus, Aggrieved Employees were required to work hours, under the control of Defendants, without wages.

Further, Defendants did not pay Aggrieved Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Aggrieved Employees shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Aggrieved Employees worked overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

Additionally, Defendants also paid shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which sick pay and vacation pay was calculated and paid. Defendant also failed to pay Plaintiff and Aggrieved Employees all earned and accrued vacation pay.

Defendants had a common policy and/or practice of denying Plaintiff and Aggrieved Employees proper meal periods. Specifically, Plaintiff and Aggrieved Employees were required to work through their meal periods which they were consistently denied. Also, what meal periods Plaintiff and Aggrieved Employees did take, were consistently less than 30 minutes, and taken



well after their fifth consecutive hour of work, all in violation of Labor Code and applicable Wage Orders. Similarly, Plaintiff and Aggrieved Employees were required to work in excess of ten (10) hours a day, without ever receiving a second meal compliant period, all in violation of Labor Code and applicable Wage Orders. Defendants also paid shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid.

Defendants have consistently failed to provide Plaintiff and Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. Specifically, Plaintiff and Aggrieved Employees who often worked at least twelve (12) hours in a day were entitled to at least two breaks but were required to work through their periods which they were continuously denied. To the extent Aggrieved Employees were able to take rest breaks, they were restricted from leaving the premises. Aggrieved Employees were restricted in their ability to take their full ten (10) minutes net rest time or were otherwise not provided with duty-free rest periods. Defendants also paid shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid.

By implementing policies, programs, practices, procedures, and protocols which resulted in off the clock work, Defendants' willful actions resulted in the systematic underpayment of wages and overtime pay to Aggrieved Employees. For example, the off the clock work addressed above caused Aggrieved Employees to begin receiving overtime pay later than they should have.

As a result of the above-described requirements to work off the clock, understatement of hours, and the other wage violations they endured at Defendants' hands, Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight (8) hours in any given day and/or more than forty (40) hours in any given week. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees to overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Defendants had a common policy and practice of failing to reimburse Plaintiff and Aggrieved Employees for necessary business expenditures incurred in execution of their duties under Defendants' employ. Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, the cost of cell phone and internet usage, which was necessary to perform their duties under Defendants' employ and which was used throughout the course of Plaintiff and Aggrieved Employees' duties under Defendants' employ.

Defendants also consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, the wage statements given to Aggrieved Employees failed to



accurately account for unpaid wages and overtime because their actual hours worked were under-reported due to off the clock work as discussed above. The wage statements also failed to accurately list the total hours worked and the applicable hourly rates in effect during the pay period.

Additionally, Defendants failed to pay Aggrieved Employees all wages owed, as detailed above, at the time of their termination or within seventy-two (72) hours of their resignation, as required under Labor Code § 203. Specifically, Aggrieved Employees were not paid all regular and overtime wages because Defendants failed to pay for all hours worked, including required off the clock work, to the detriment of Aggrieved Employees. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines "Hours Worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit."

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-



exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Defendants thus failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Specifically, several times a week Employees received work-related calls from their supervisors while Employees were already off the clock. Defendants thus regularly failed to pay minimum wages to Plaintiff and Class members. Thus, Plaintiff and Aggrieved Employees were required to work hours without wages.. Additionally, Defendants did not pay Plaintiff and Aggrieved Employees at the applicable minimum wage for all hours worked. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Aggrieved Employees.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Plaintiff and Aggrieved Employees earned wages and overtime. Specifically, Plaintiff and Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Plaintiff and Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Upon information and



belief, the uncompensated time, discussed above including the time worked when Employees received work-related calls from their supervisors while Employees were already off the clock which caused Aggrieved Employees to work in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages, which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders. Defendants failed to compensate for all hours worked and at the applicable hourly rates for regular rate and overtime.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above. With work shifts requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of eight hours or twelve hours in a given day, and/or forty hours in a given week. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Meal-Period Liability Under Labor Code §§ 226.7 and 512 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Aggrieved Employees were forced to incur shortened meal periods, were provided with breaks late and well



after the fifth hour of work, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Defendants paid shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid. Therefore, Defendants also miscalculated the rate at which they paid any meal period or rest period premiums when Defendant did attempt to pay them, resulting in further violations of section 226.7.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants provided rest periods untimely or shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control by requiring Employees to work through rest breaks. Aggrieved Employees also completed trainings during rest breaks and were prohibited from leaving the premises for rest breaks.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Defendants paid shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved



Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid. Therefore, Defendants also miscalculated the rate at which they paid any rest period premiums when Defendant did attempt to pay them, resulting in further violations of section 226.7.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs are seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Vacation Wages

Pursuant to California Labor Code § 227.3, whenever a contract of employment or employment policy provides for paid vacation and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to her as wages at her final rate in accordance with said contract of employment or policy respecting eligibility or time served. Defendants paid shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which vacation wages were calculated and paid. Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 227.3. Defendant also failed to pay Plaintiff and Aggrieved Employees all earned and accrued vacation pay. Plaintiff accordingly seeks this relief available for Defendants' violations of section Labor Code § 227.3 in connection with Aggrieved Employees and seeking the civil and statutory penalties available and applicable under Labor Code § 227.3, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Comply with Labor Code §§ 245 *et seq.* and 246

California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Aggrieved Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(1). Defendants paid shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which sick pay was calculated and paid. Rather than calculating the amount of paid sick time due when sick time is used according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick leave to Aggrieved Employees at a lower rate, in violation of the law. As a result of Defendants' conduct, Defendants have violated California Labor Code §§ 245 *et seq.* and 246. Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 245 *et seq.* and 246. Plaintiff accordingly seeks this relief available for Defendants' violations of section Labor Code §§ 245 *et seq.* and 246 in connection with Aggrieved Employees and seeking the civil and statutory penalties available and applicable under Labor Code §§ 245 *et seq.* and 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).



Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Plaintiff and Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, the cost of cell phone and internet usage which was necessary to perform their duties under Defendants' employ and which were used throughout the course of Plaintiff and Aggrieved Employees' employment under Defendants in violation of Labor Code § 2802. Defendants systematically and uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of compensation of Aggrieved Employees. Additionally, Aggrieved Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9). Moreover, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages,



discussed above.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, etc., and failing to provide them with checks and wage statements, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

Given the above described off the clock work, Aggrieved Employees were not paid at the correct overtime rate for all hours they worked after eight hours into a shift or over forty in a work week and that they were not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to



pay Aggrieved Employees minimum wages and overtime, by off the clock work, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 202, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Plaintiff and Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.



Plaintiffs and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 218.5, 218.6, 223, 226, 226.3, 226.4, 226.7, 227.3, 245, et seq, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12 1185, 1194, 1194.2, 1197, 1198, 1198.5 1199, 1670.5, and 2802, including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Failure to Provide Paid Sick Days: For Defendants' failure to provide Employees with all their required and earned sick days in violation of Labor Code §§ 245 *et seq.* and 246 the civil and statutory penalties available and applicable under Labor Code §§ §§ 245 *et seq.* and 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(d) Failure to Pay Vacation Wages: For Defendants' failure to provide Employees with all their vacation days in violation of Labor Code § 227.3 and seeking the civil and statutory penalties available and applicable under Labor Code § 227.3, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code §



2699(k)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to “a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...”;

(f) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1);

(g) Failure to Reimburse Business Expenses: For Defendants’ failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1);

(h) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5 and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of the Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter therefore provides the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Wawanesa General Insurance Company; and any other named Defendants. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants’ employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.



Regards,

D.LAW, INC.

Roman Shkodnik

Cc: Wawanesa General Insurance Company by Certified Mail

1 D.LAW, INC.
Emil Davtyan (SBN 299363)
2 emil@d.law
David Yeremian (SBN 226337)
3 d.yeremian@d.law
Roman Shkodnik (SBN 285152)
4 r.shkodnik@d.law
Amanda Fazio (SBN 346350)
5 a.fazio@d.law
450 N Brand Blvd. Suite 840
6 Glendale, CA 91203
Telephone: (818) 962-6465
7 Facsimile: (818) 962-6469

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO**

10 ANIKA GREENE, on behalf of herself and
11 others similarly situated,

12 Plaintiff,

13 vs.

14 WAWANESA GENERAL INSURANCE
COMPANY, a California corporation; and
15 DOES 1 through 50, inclusive,

16 Defendants.
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27
28

Case No.

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Failure to Pay Vacation Wages
6. Failure to Comply with Labor Code § 245 *et seq.* and 246
7. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
8. Violation of Labor Code § 226(a)
9. Penalties Pursuant to Labor Code § 203; and
10. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff ANIKA GREENE, (“Plaintiff”) on behalf of herself and all others similarly situated
2 (collectively, “Employees”; individually, “Employee”) complains of Defendants, and each of them,
3 as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all current and former Employees
6 within the State of California who, at any time four (4) years prior to the filing of this lawsuit, are
7 or were employed as non-exempt, hourly employees by Defendants WAWANESA GENERAL
8 INSURANCE COMPANY, a California corporation; and DOES 1 through 50 (all defendants being
9 collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each of them,
10 violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare
11 Commission (IWC) and California Business & Professions Code, and seeks redress, therefore.

12 2. Plaintiff was a resident of California and during the time period relevant to this
13 Complaint and was employed by Defendants as a non-exempt hourly employee within the State of
14 California at Defendants’ facilities in California. Plaintiff and the other Class members worked for
15 Defendants in California and San Diego County, and in other nonexempt positions, throughout
16 California, and consistently worked at Defendants’ behest without being paid all wages due. More
17 specifically, Plaintiff and the other similarly situated Class members were employed by Defendants
18 and worked at Defendants’ facilities where the conduct giving rise to the allegations in this Class
19 Action Complaint occurred. Upon information and belief, Plaintiff was employed by Defendants
20 and (1) shared similar job duties and responsibilities, (2) was subjected to the same policies and
21 practices, and (3) endured similar violations at the hands of Defendants as the other Employee Class
22 members who served in similar and related positions.

23 3. Defendants required Plaintiff and the Employees in the Class to perform work while
24 remaining under Defendants’ control before and after being on the clock for their daily work shift.
25 Defendants failed to provide Plaintiff and Employees with lawful meal and rest periods, as
26 employees were not provided with the opportunity to take timely, uninterrupted, and duty-free meal
27 and rest periods as required by the Labor Code. Defendants also failed to pay all wages due and
28 owing for on-call time. Defendants thus failed to pay Plaintiff and the Class members for all hours

1 worked, and provided them with inaccurate wage statements that prevented Plaintiff and the Class
2 from learning of these unlawful pay practices.

3 THE PARTIES

4 A. The Plaintiff

5 4. Plaintiff ANIKA GREENE, has resided in California and during the time period
6 relevant to this Complaint and was employed by Defendants as a non-exempt hourly employee
7 within the State of California.

8 B. The Defendants

9 5. Defendant WAWANESA GENERAL INSURANCE CO (“Wawanesa”) is a
10 California limited liability company with its principle executive offices in Victorville, California,
11 and has been listed as the employer on the wage statements issued during the relevant time period.
12 Wawanesa lists a California address in San Diego, California with the California Secretary of State,
13 and employs Plaintiff and the Class members in San Diego County, including at Defendants’ offices
14 and facilities in Victorville, California, and throughout California and conducts business throughout
15 California.

16 6. The true names and capacities, whether individual, corporate, associate, or whatever
17 else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to
18 Plaintiff, who therefore sue these Defendants by such fictitious names under Code of Civil
19 Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated
20 herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner
21 for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to
22 reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when
23 their identities become known.

24 7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
25 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out
26 a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each
27 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all
28 respects as the employers or joint employers of Employees. Defendants, and each of them, exercised

1 control over the wages, hours or working conditions of Employees, or suffered or permitted
2 Employees to work, or engaged, thereby creating a common law employment relationship, with
3 Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

4 **JURISDICTION AND VENUE**

5 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
6 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as
7 a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code
8 of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to
9 California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and
10 liabilities giving rise to this lawsuit occurred at least in part in San Diego County and Defendants
11 maintain and operate company offices and facilities in San Diego County and employ Plaintiff and
12 other Class members in California San Diego County and throughout California.

13 **FACTUAL BACKGROUND**

14 9. The Employees who comprise the Class and Collective, including Plaintiff, is a
15 nonexempt employee pursuant to the applicable Wage Order of the IWC. Defendants hire
16 Employees who work in nonexempt positions at the direction of Defendants in the State of
17 California. Plaintiff and the Class members were either not paid by Defendants for all hours worked
18 or were not paid at the appropriate minimum, regular and overtime rates. Several times a week
19 Employees received work-related calls from their supervisors while Employees were already off the
20 clock. Furthermore, the uncompensated time included the time Employees worked off-the-clock
21 during meal periods as a result of Defendants' high demand. Moreover, Employees were required
22 to carry cell phones during work and respond to request during meal breaks. Plaintiff also contends
23 that Defendants failed to pay Plaintiff and the Class members all wages due and owing, failed to
24 provide rest breaks, and failed to furnish accurate wage statements, all in violation of various
25 provisions of the California Labor Code and applicable Wage Orders. Additionally, Defendants paid
26 Plaintiff and Employees shift differentials, nondiscretionary commissions, incentive pay, and/or
27 nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate
28 all remunerations, including shift differentials, nondiscretionary commissions, incentive pay, and/or

1 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
2 the overtime wage rate. Therefore, during times when Plaintiff and Employees worked overtime and
3 received shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary
4 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

5 10. Moreover, Plaintiff contends that Defendants failed to pay Plaintiff and the Class
6 members all wages due and owing, by failing to provide meal and rest breaks, and failed to furnish
7 accurate wage statements, all in violation of various provisions of the California Labor Code and
8 applicable Wage Order provisions.

9 11. During the course of Plaintiff and the Class members' employment with
10 Defendants, they were not paid all wages they were owed, including for all work performed and
11 for all overtime hours worked, and they were forced to work during their meal and rest breaks to
12 keep labor budgets low.

13 12. As a matter of uniform Company policy, Plaintiff and the Class members were
14 required to work during their meal and rest breaks which were not compensated by Defendants in
15 violation of the California Labor Code. Plaintiff and the Class members were also not paid regular
16 wages and overtime for the time they were required to comply with other requirements imposed
17 upon them, which they had to complete while working through their meal and rest breaks and
18 without compensation. As a result Plaintiff and the Class members worked shifts over eight (8)
19 hours in a day and over forty (40) hours in a work week, but they were not paid at the appropriate
20 overtime rate for all such hours, including by being required to perform work duties and tasks
21 without pay and while off-the-clock which caused overtime to begin accruing before it did in
22 Defendants' timekeeping and payroll systems. As a result, Plaintiff and the Class members worked
23 substantial overtime hours during their employment with Defendants for which they were not
24 compensated, in violation of the California Labor Code, applicable IWC Wage Orders.

25 13. As a result of the above described daily work demands and pressures to work through
26 breaks, and the other wage violations they endured at Defendants' hands, Plaintiff and the Class
27 members were not properly paid for all wages earned and for all wages owed to them by Defendants,
28 including when working more than eight (8) hours in any given day and/or more than forty (40)

1 hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and
2 Class members incurred overtime hours worked for which they were not adequately and completely
3 compensated, in addition to the hours they were required to work off the clock. To the extent
4 applicable, Defendants also failed to pay Plaintiff and the Class members at an overtime rate of 1.5
5 times the regular rate for the first eight hours of the seventh consecutive work day in a week and
6 overtime payments at the rate of 2 times the regular rate for hours worked over eight (8) on the
7 seventh consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

8 14. Therefore, from at least four (4) years prior to the filing of this lawsuit and continuing
9 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
10 hours worked, and failing to pay minimum wage for all time worked as required by California Law.

11 15. Additionally from at least four (4) years prior to the filing of this lawsuit and
12 continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees
13 overtime compensation at premium overtime rates for all hours worked in excess of eight (8) hours
14 a day and/or forty (40) hours a week, and double-time rates for all hours worked in excess of twelve
15 (12) hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage
16 Orders.

17 16. Additionally, from at least four (4) years prior to the filing of this lawsuit and
18 continuing to the present, Defendants have regularly required Employees to work shifts in excess of
19 five (5) hours without providing them with uninterrupted meal periods of not less than thirty (30)
20 minutes, and shifts in excess of ten (10) hours without providing them with second meal periods of
21 not less than thirty minutes; nor did Defendants pay Employees "premium pay," i.e. one hour of
22 wages at each Employee's effective hourly rate of pay, for each meal period that Defendants failed
23 to provide or deficiently provided.

24 17. From at least four (4) years prior to the filing of this lawsuit and continuing to the
25 present, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary commissions,
26 incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants
27 failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions,
28 incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for

1 purposes of calculating sick pay. Therefore, during times when Plaintiff and Employees worked
2 overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or
3 nondiscretionary bonuses, Defendants failed to pay all sick pay by paying a lower overtime rate than
4 required.

5 18. From at least four (4) years prior to the filing of this lawsuit and continuing to the
6 present, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary commissions,
7 incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants
8 failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions,
9 incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for
10 purposes of calculating vacation pay. Therefore, during times when Plaintiff and Employees worked
11 overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or
12 nondiscretionary bonuses, Defendants failed to pay all vacation pay by paying a lower overtime rate
13 than required.

14 19. From at least four (4) years prior to the filing of this lawsuit and continuing to the
15 present, Defendants have consistently failed to provide Employees with paid duty-free rest breaks
16 of not less than ten (10) minutes for every work period of four (4) or more consecutive hours; nor
17 did Defendant pay Employees premium pay for each day on which requisite rest breaks were not
18 provided or were deficiently provided at one hour of wages at each Employee's effective regular
19 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

20 20. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
21 continuing to the present, Defendants have consistently failed to provide Employees with timely,
22 accurate, and itemized wage statements as required by California wage-and-hour laws. Specifically,
23 Employees' wage statements did not include: the total hours worked in violation of Labor Code §
24 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period
25 and the corresponding number of hours worked at each such rate in violation of Labor Code § 226
26 (a)(9). Furthermore, Defendants failed in their affirmative obligation to keep accurate records of
27 the correct overtime wages based on proper regular rate calculations that included shift differentials,
28 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total

1 amount of compensation of their Employees. Moreover, the wage statements given to Employees
2 by Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
3 periods and rest breaks, all of which Defendants knew or reasonably should have known were owed
4 to Employees, as alleged hereinabove. The wage statements provided to Employees were confusing
5 and required Employees to engage in discovery and refer to outside sources to verify whether their
6 pay was correct and potentially resulting in a miscalculation by the Employees.

7 21. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
8 continuing to the present, Defendants have consistently failed to provide Employees with timely,
9 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

10 22. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
11 continuing to the present, Defendants have consistently failed to keep accurate time and wage
12 records as required by California wage-and-hour laws.

13 23. From at least four (4) years prior to the filing of this lawsuit and continuing to the
14 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
15 performance of their job duties for Defendants including, but not limited to cell phone and internet
16 usage which were necessary to perform their duties under Defendants' employ which was used
17 throughout the course of Employees' duties under Defendants' employ in violation of Labor Code
18 § 2802.

19 24. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
20 to the present, Defendants have had a consistent policy of denying Employees the right to inspect
21 and receive all of their payroll records, timecards, and personnel records.

22 25. From at least four (4) years prior to filing this lawsuit and continuing to the present,
23 Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at
24 the time of their termination of within seventy-two (72) hours of their resignation, as required by
25 California wage-and-hour laws.

26 26. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
27 Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 223, 226, 226.3, 226.4, 226.7, 227.3, 245, *et seq*,
28 510, 512, 558, 558.1, 1174, 1174.5, 1182.12 1185, 1194, 1194.2, 1197, 1198, 1198.5 1199, 1670.5,

1 and 2802, and applicable provisions of the IWC Wage Orders.

2 27. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
3 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
4 enjoyed from their violations of Labor Code.

5 **CLASS ALLEGATIONS**

6 28. Plaintiff brings this class action on behalf of herself and all others similarly situated
7 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows:
8 “All individuals employed by Defendants, at any time within four (4) years of the filing of this
9 lawsuit, as non-exempt, hourly employees within the State of California.

10 29. Further, plaintiff seeks to represent the following Subclasses composed of and
11 defined as follows:

12 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
13 compensated for all hours worked for Defendants at the applicable minimum wage.

14 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
15 compensated for all hours worked for Defendants at the required rates of pay, including for all hours
16 worked in excess of eight in a day and/or forty in a week.

17 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
18 Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty
19 free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

20 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
21 Defendants’ policy and/or practice of failing to authorize and permit Employees to take
22 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
23 thereof, and failing to pay one hour of pay at the Employee’s regular rate of pay in lieu thereof.

24 e. Subclass 5. Vacation Wages Subclass. All Class members who were not
25 compensated at the Employee’s regular rate of pay for their vacation wages.

26 f. Subclass 6. Sick Pay Subclass. All Class members who were subject to Defendants’
27 policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty free meal
28 periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures. All Class members who were subject to Defendants failing to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants which were necessary to perform their duties under Defendants' employ.

h. Subclass 8. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

i. Subclass 9. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

j. Subclass 10. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

30. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or further division into subclasses or limitation to particular issues.

31. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in litigation and proposed class is easily ascertainable.

A. Numerosity

32. The potential members of the class as defined are so numerous that joinder of all the member of the class is impracticable. While the precise number of class member has not been determined at this time, Plaintiff is informed and believes that, during the time period relevant to this lawsuit, Defendants employed more than 100 individuals within the State of California.

33. Accounting for employee turnover during the relevant time period increases this number substantially. Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all class members.

B. Commonality

34. There are questions of law and fact common to the class that predominate over any

1 questions affecting only individual class members. These common questions of law and fact include:

- 2 a. Whether Defendants failed to pay Employees minimum wages;
- 3 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 4 c. Whether Defendants failed to pay Employees overtime as required under Labor Code
- 5 § 510;
- 6 d. Whether Defendants failed to pay Employees vacation wages as required under
- 7 Labor Code § 227.3;
- 8 e. Whether Defendants failed to pay Employees sick pay as required under Labor Code
- 9 § 245;
- 10 f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC
- 11 Wage Orders, by failing to provide Employees with requisite meal periods or
- 12 premium pay in lieu thereof;
- 13 g. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
- 14 Orders, by failing to provide Employees with requisite rest breaks or premium pay
- 15 in lieu thereof;
- 16 h. Whether Defendants violated Labor Code §§ 226 and 1198.5
- 17 i. Whether Defendants failed to keep accurate time and wage records;
- 18 j. Whether Defendants failed to reimburse Employees for necessary business expenses;
- 19 k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
- 20 wages and compensation due and owing at the time of termination of employment;
- 21 l. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
- 22 m. Whether Employees are entitled to equitable relief pursuant to Business and
- 23 Professions Code § 17200 *et seq.*

24 **C. Typicality**

25 35. The claims of the named plaintiff are typical of those of the other Employees.
26 Employees all sustained injuries and damages arising out of and caused by Defendant's common
27 course of conducts in violation of statutes, as well as regulations that have the force and effect of
28 law, as alleged herein.

1 **D. Adequacy of Representation**

2 36. Plaintiff will fairly and adequately represent and protect the interest of Employees.
3 Counsel who represents Employees are experienced and competent in litigating employment class
4 actions.

5 **E. Superiority of Class Action**

6 37. A class action is superior to other available means for the fair and efficient
7 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
8 questions of law and fact common to all Employees predominate over any questions affecting only
9 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
10 Defendants' illegal policies or practices of failing to compensate Employees properly.

11 38. Class action treatment will allow those persons similarly situated to litigate their
12 claims in the manner that is most efficient and economical for the parties and the judicial system.
13 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY MINIMUM WAGES**

16 **(Against All Defendants)**

17 39. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
18 full herein.

19 40. Defendants failed to pay Employees minimum wages for all hours worked.
20 Defendants had a consistent policy of misstating Employees time records and failing to pay
21 Employees for all hours worked. Employees would work hours and not receive wages, including
22 as alleged above in connection with working during meal periods and time off the clock Employees
23 without compensation. Specifically, several times a week Employees received work-related calls
24 from their supervisors while Employees were already off the clock. Moreover, Defendants did not
25 pay Plaintiff and Employees at the applicable minimum wage for all hours worked. Defendants'
26 uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to
27 the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate
28 compensation to Plaintiff and the other members of the Class as to minimum wage pay.

1 41. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states:
2 The minimum wage for employees fixed by the commission is the
3 minimum wage to be paid to employees, and the payment of a less
4 wage than the minimum so fixed is unlawful.

5 42. The applicable minimum wages fixed by the commission for work during the
6 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are therefore
7 entitled to double the minimum wage during the relevant period.

8 43. The minimum wage provisions of California Labor Code are enforceable by private
9 civil action pursuant to California Labor Code § 1194(a) which states:

10 Notwithstanding any agreement to work for a lesser wage, any
11 employee receiving less than the legal minimum wage or the legal
12 overtime compensation applicable to the employee is entitled to
13 recover in a civil action the unpaid balance of the full amount of this
14 minimum wage or overtime compensation, including interest
15 thereon, reasonable attorney’s fees and costs of suit.

16 44. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
17 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

18 California Labor Code § 1194.2 also provides for the following remedies:
19 In any action under Section 1194 . . . to recover wages because of
20 the payment of a wage less than the minimum wages fixed by an
21 order of the commission, an employee shall be entitled to recover
22 liquidated damages in an amount equal to the wages unlawfully
23 unpaid and interest thereon.

24 45. Defendants have the ability to pay minimum wages for all time worked and have
25 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
26 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

27 46. Wherefore, Employees are entitled to recover the unpaid minimum wages (including
28 double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully
29 unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor
30 Code § 1194(a).

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

3 **(Against All Defendants)**

4 47. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
5 full herein.

6 48. By their conduct, as set forth herein, Defendants violated California Labor Code §
7 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
8 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
9 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
10 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
11 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
12 (8) hours on any seventh day of work in a workweek. Employees regularly worked over 8 hours
13 on a given day without receiving overtime compensation.

14 49. Furthermore, on information and belief, Defendants did not pay Plaintiff and
15 Employees the correct overtime rate for the recorded overtime hours that they generated. In addition
16 to an hourly wage, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary
17 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
18 belief, Defendants failed to incorporate all remunerations, including shift differentials,
19 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation
20 of the regular rate of pay for purposes of calculating the overtime wage rate.

21 50. Therefore, during times when Plaintiff and Employees worked overtime and
22 received shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary
23 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

24 51. Employees have been damaged by these violations of California Labor Code §§ 204
25 and 510 (and the relevant orders of the Industrial Welfare Commission).

26 52. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
27 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the
28 full amount of all their unpaid wages and overtime compensation, with interest, plus their

1 reasonable attorneys' fees and costs.

2 53. The forgoing uncompensated work caused Plaintiff and Employees to work in excess
3 of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week, entitling them to
4 overtime and double-time wages which were systemically denied.

5 54. Defendants' failure to pay compensation in a timely fashion also constituted a
6 violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly.
7 From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that
8 provision of the California Labor Code, Defendants have failed to pay all wages and overtime
9 compensation earned by Employees. Each such failure to make a timely payment of compensation
10 to Employees constitutes a separate violation of California Labor Code § 204.

11 55. Employees have been damaged by these violations of California Labor Code §§ 204
12 and 510 (and the relevant orders of the Industrial Welfare Commission).

13 56. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
14 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the
15 full amount of all their unpaid wages and overtime compensation, with interest, plus their
16 reasonable attorneys' fees and costs.

17 **THIRD CAUSE OF ACTION**

18 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

19 **(Against All Defendants)**

20 57. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
21 full herein.

22 58. Employees regularly worked shifts greater than five (5) hours and greater than ten
23 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of more
24 than five (5) hours without providing him or her with a meal period of not less than thirty (30)
25 minutes or for a shift of more than ten (10) hours without providing him or her with a second meal
26 period of not less than thirty (30) minutes.

27 59. Defendants failed to provide Employees with meal periods as required under the
28 Labor Code. Employees were consistently required to work through their meal periods which they

1 were consistently denied. Employees were also required to take meal periods after working well
2 beyond the five (5) hour shifts. Furthermore, Employees were regularly required to work for more
3 than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal
4 period as required by law. Moreover, Employees were often required to clock out for meal breaks,
5 but would continue working and the direction of their supervisors. Moreover, Defendants' policy of
6 requiring the Employees to keep their cell phones on throughout their meal breaks and to respond
7 to any emergencies or other situations that needed to be addressed prevented Employees from taking
8 their breaks. Moreover, Defendants' policy of requiring the Employees to keep their cell phones on
9 throughout their meal breaks and to respond to any emergencies or other situations that needed to
10 be addressed prevented Employees from taking their breaks. Additionally, as detailed above, when
11 Defendants did pay meal period premiums, they did so at the normal regular rate of pay without
12 factoring in all forms of remuneration/compensation or by otherwise incorrectly calculating the
13 regular rate.

14 60. Moreover, Defendants failed to compensate Employees for each meal period not
15 provided or inadequately provided, as required under Labor Code § 226.7.

16 61. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an
17 amount equal to one (1) hour of wages at their effective regular rates of pay for each meal period
18 not provided or deficiently provided, a sum to be proven at trial.

19 **FOURTH CAUSE OF ACTION**

20 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

21 **(Against All Defendants)**

22 62. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
23 full herein.

24 63. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
25 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
26 not less than ten (10) minutes for each consecutive four (4) hour shift.

27 64. Defendants failed to provide Employees with timely rest breaks of not less than ten
28 (10) minutes for each consecutive four (4) hour shift. Moreover, Defendants' policy of requiring the

1 Employees to keep their cell phones on throughout their rest breaks and to respond to any
2 emergencies or other situations that needed to be addressed prevented Employees from taking their
3 breaks.

4 65. Additionally, under *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 260
5 (2016) “[D]uring required rest periods, employers must relieve their employees of all duties and
6 relinquish any control over how employees spend their time.” Defendants did not allow Employees
7 to leave the Defendants’ location and this is directly at odds with *Augustus*, as it “tethered
8 [employees] by time and policy to a particular location” and therefore fails to relieve employees of
9 all work duties and employer control during rest periods. *Augustus*, 2 Cal.5th at 269.

10 66. Moreover, Defendants did not compensate Employees with an additional hour of pay
11 at each Employee’s effective hourly rate for each day that Defendants failed to provide them with
12 adequate rest breaks, as required under Labor Code § 226.7. Additionally, as detailed above, when
13 Defendants did pay rest period premiums, they did so at the normal regular rate of pay without
14 factoring in all forms of remuneration/compensation or by otherwise incorrectly calculating the
15 regular rate.

16 67. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an
17 amount equal to one (1) hour of wages at their effective regular rates of pay for each day worked
18 without the required rest breaks, a sum to be proven at trial.

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO PAY VACATION WAGES**

21 **(Against All Defendants)**

22 68. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
23 full herein.

24 69. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
25 employment policy provides for paid vacation and an employee is terminated without having taken
26 off his vested vacation time, all vested vacation shall be paid to his as wages at his final rate in
27 accordance with said contract of employment or policy respecting eligibility or time served.

28 70. Defendants paid shift differentials, nondiscretionary commissions, incentive pay,

1 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
2 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

3 Therefore, pursuant to, Plaintiff and Employees seek to recover penalties pursuant to Labor Code §
4 227.3.

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6 ///

7 **SIXTH CAUSE OF ACTION**

8 **FAILURE TO COMPLY WITH LABOR CODE § 245 *ET SEQ.* AND 246**

9 **(Against All Defendants)**

10 71. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
11 full herein.

12 72. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
13 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
14 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
15 with the pay calculation under California Labor Code § 246(1).

16 73. Defendants paid shift differentials, nondiscretionary commissions, incentive pay,
17 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
18 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than
19 calculating the amount of paid sick time due when sick time is used according to the requirements
20 set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower
21 rate, in violation of the law.

22 74. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code
23 § 245 *et seq.* and §§ 245 *et seq.* and 246.

24 **SEVENTH CAUSE OF ACTION**

25 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

26 **IN VIOLATION OF LABOR CODE § 2802**

27 **(Against All Defendants)**

28 75. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in

1 full herein.

2 76. Under Labor Code § 2802(a) an employer must indemnify its employees for all
3 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
4 of his or her duties, or of his or her obedience to the directions of the employer.

5 77. Employees incurred necessary expenditures in the performance of their job duties for
6 Defendants, cell phone and internet usage which were necessary to perform their duties under
7 Defendants' employ. From four (4) years prior to the original filing of this lawsuit and continuing
8 to the present, Defendants consistently failed to reimburse Employees for these necessarily incurred
9 business expenses.

10 78. As a result of the unlawful acts of Defendants, Employees have been deprived of
11 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
12 plus interest and penalties thereon, attorneys' fees, and costs.

13 **EIGHTH CAUSE OF ACTION**
14 **VIOLATION OF LABOR CODE § 226(a)**
15 **(Against All Defendants)**

16 79. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
17 full herein.

18 80. California Labor Code § 226(a) requires an employer to furnish each of his or her
19 employees with an accurate, itemized statement in writing showing the gross and net earnings, total
20 hours worked, and the corresponding number of hours worked at each hourly rate; these statements
21 must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay
22 the employee's wages; or, if wages are paid by cash or personal check, these statements may be
23 given to the employee separately from the payment of wages; in either case the employer must give
24 the employee these statements twice a month or each time wages are paid.

25 81. Defendants failed to provide Employees with accurate itemized wage statements in
26 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
27 Defendants, failed to include the above requirements enumerated above. Employees' wage
28 statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed

1 to accurately set forth all applicable hourly rates in effect during the pay period and the
2 corresponding number of hours worked at each such rate in violation of Labor Code § 226 (a)(9).
3 The wage statements provided to Employees were confusing and required Employees to engage in
4 discovery and refer to outside sources to verify whether their pay was correct and potentially
5 resulting in a miscalculation by the Employees. Furthermore, Defendants failed in their affirmative
6 obligation to keep accurate records of the correct overtime wages based on proper regular rate
7 calculations that included shift differentials, nondiscretionary commissions, incentive pay, and/or
8 nondiscretionary bonuses earned, and the total amount of compensation of their Employees.
9 Additionally, the wage statements given to Employees by Defendants failed to accurately account
10 for wages, overtime, and premium pay for deficient meal and rest periods, all of which Defendants
11 knew or reasonably should have known were owed to Employees, as alleged hereinabove.

12 82. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
13 Employees suffered injuries, including among other things confusion over whether they received all
14 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
15 them to make mathematical computations to analyze whether the wages paid in fact compensated
16 them correctly for all hours worked.

17 83. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover the
18 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
19 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding
20 an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs
21 and reasonable attorneys' fees.

22 84. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a civil
23 penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for each pay
24 period, and one thousand dollars (\$1000) for each subsequent violation for each employee for each
25 pay period.

26 85. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and any
27 other applicable statute allowing recovery of penalties as alleged herein in an amount to be shown
28 according to proof.

NINTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

86. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in full herein.

87. Numerous Employees are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

88. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

89. The wages withheld from these Employees by Defendants remained due and owing for more than thirty (30) days from the date of separation of employment.

90. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them; this violation entitles these Employees to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

TENTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.
(Against All Defendants)

91. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in full herein.

92. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

93. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

1 94. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
2 practices.

3 95. Wage-and-hour laws express fundamental public policies. Paying employees their
4 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental public
5 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
6 to enforce minimum labor standards, to ensure that employees are not required or permitted to work
7 under substandard and unlawful conditions, and to protect law-abiding employers and their
8 employees from competitors who lower costs to themselves by failing to comply with minimum
9 labor standards.

10 96. Defendants have violated statutes and public policies. Through the conduct alleged
11 in this Complaint Defendants have acted contrary to these public policies, have violated specific
12 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
13 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff, and
14 all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
15 guaranteed to all employees under the law.

16 97. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
17 violation of the Business & Professions Code § 17200 *et seq.*

18 98. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
19 overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise of
20 reasonable care should have known that their conduct was unlawful; therefore their conduct violates
21 the Business & Professions Code § 17200 *et seq.*

22 99. As a proximate result of the above-mentioned acts of Defendants, Employees have
23 been damaged, in a sum to be proven at trial.

24 100. Unless restrained by this Court Defendants will continue to engage in such unlawful
25 conduct as alleged above. Pursuant to the Business & Professions Code this Court should make such
26 orders or judgments, including the appointment of a receiver, as may be necessary to prevent the
27 use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by
28 the Business & Professions Code, including but not limited to the disgorgement of such profits as

1 may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

2 **RELIEF REQUESTED**

3 WHEREFORE, Plaintiff prays for the following relief:

- 4 1. For an order certifying this action as a class action;
- 5 2. For compensatory damages in the amount of the unpaid minimum wages for work
6 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
7 the filing of this action, as may be proven;
- 8 3. For liquidated damages in the amount equal to the unpaid minimum wage and
9 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 10 4. For compensatory damages in the amount of all unpaid wages, including overtime
11 and double-time pay, as may be proven;
- 12 5. For compensatory damages in the amount of the hourly wage made by Employees
13 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
14 years prior to the filing of this action, as may be proven;
- 15 6. For compensatory damages in the amount of the hourly wage made by Employees
16 for each day requisite rest breaks were not provided or were deficiently provided where no
17 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
18 be proven;
- 19 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 20 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
21 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 22 9. For penalties pursuant to Labor Code § 227.3, as may be proven;
- 23 10. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven
- 24 11. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;
- 25 12. For restitution for unfair competition pursuant to Business & Professions Code
26 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 27 13. For compensatory damages in the amount of all previously unreimbursed business
28 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants

1 from four (4) years prior to the original filing of this action, as may be proven;

2 14. For an order enjoining Defendants and their agents, servants, and employees, and
3 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
4 duties adumbrated in this Complaint;

5 15. For all general, special, and incidental damages as may be proven;

6 16. For an award of pre-judgment and post-judgment interest;

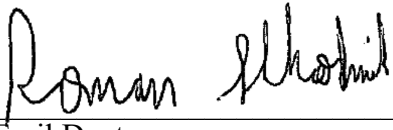
7 17. For an award providing for the payment of the costs of this suit;

8 18. For an award of attorneys' fees; and

9 19. For such other and further relief as this Court may deem proper and just.

10 DATED: April 8, 2025

D.LAW, INC.

11
12
13 By 
14 Emil Davtyan
15 David Yeremian
16 Roman Shkodnik
17 Amanda Fazio
18 Attorneys for Plaintiff
19 Anika Greene
20 and the putative class
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DATED: April 8, 2025

By 
 Emil Davtyan
 David Yeremian
 Roman Shkodnik
 Amanda Fazio
 Attorneys for Plaintiff
 Anika Greene and the putative class